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STATE OF INDIANA
LAKE COUNTY
FILED

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RECORD

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that, Meca Engineering Corporation of America of Lake County, whose address is 5539 Indianapolis Boulevard, East Chicago, IL 46312, hereinafter called Grantor, for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, does grant unto Level 3 Communications, LLC its successors, assigns, lessees and agents, hereinafter called Grantee, a right of way and easement to construct, operate, maintain, inspect, alter, replace and remove such underground communications system ("System") as the Grantee may, from time to time, require, consisting of underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers and other facilities and equipment for similar uses, upon, over, through, under and along a parcel of land ten feet (10') in width ("Easement") crossing the real property described in Exhibit A attached hereto ("Property") and, by reference made a part hereof, together with:

- (A) the right of ingress and egress over and across any adjacent real property owned or controlled by Grantor and the Easement for the purpose of exercising the rights granted herein provided that such ingress and egress does not interfere with Grantor's improvements or uses;
- (B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement, and during construction or maintenance periods, to use additional areas adjacent to the Easement for ingress and egress.

Grantor represents and warrants to Grantee that: Grantor is the sole lawful and owner and is in peaceful possession of the Property; the Property is free and clear of all liens and encumbrances; Grantor has good and marketable title to convey the Easement granted herein; the Easement is wholly within the Property; and the Easement is free of any grants, claims, or encumbrances which would conflict with Grantee's unrestricted use thereof, as contemplated by this agreement.

Grantor shall have the right to use and enjoy the surface of the Easement except when such use interferes with the rights and privileges conveyed herein to Grantee. Grantor agrees not to erect or construct any building or structure, or plant trees within the Easement. Grantee hereby agrees that Grantee shall landscape the Easement in a manner reasonably compatible with the adjacent property within ninety (90) days of completion of construction.

APR 13 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

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E.P.
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Grantee agrees to fully compensate Grantor for any damage or injury done to livestock, growing crops, improvements, structures, parking areas, landscaping and other appurtenances and/or other improvements in the course of construction and maintenance associated with the aforesaid System except if caused by the negligent or willful act or omissions of Grantor, its heirs, assigns, agents, employees or contractors. Grantee agrees that any areas adjacent to the Easement that are altered or damaged as a result of construction or maintenance by Grantee, but which are lying outside the Easement shall be restored to their prior condition when said construction or maintenance is completed.

Grantee agrees to release, indemnify, defend and hold harmless Grantor against any and all claims, demands and causes of action arising in favor of any person, corporation or governmental entity, because of personal injury including death, or damages to property, including the System, resulting from any act or omission of Grantee its employees, contractors, subcontractors, or agents in the course of construction and maintenance of the System or use of the Easement.

Grantor agrees that should the System be abandoned, or not used for a period of two (2) years, the Easement shall automatically cease and terminate and Grantee shall, if requested by the undersigned, release the same of record.

Grantor hereby agrees to warrant and forever defend title to the Easement against the claims of any and all persons claiming by, through or under Grantor, and that Grantor has full right and authority to enter into and deliver unto Grantee this right of way and easement.

The covenants, terms, conditions and provisions therein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed this 14 day of OCTOBER, 1999.

By: John J. Stozky
PRESIDENT

WITNESS



ACKNOWLEDGMENT

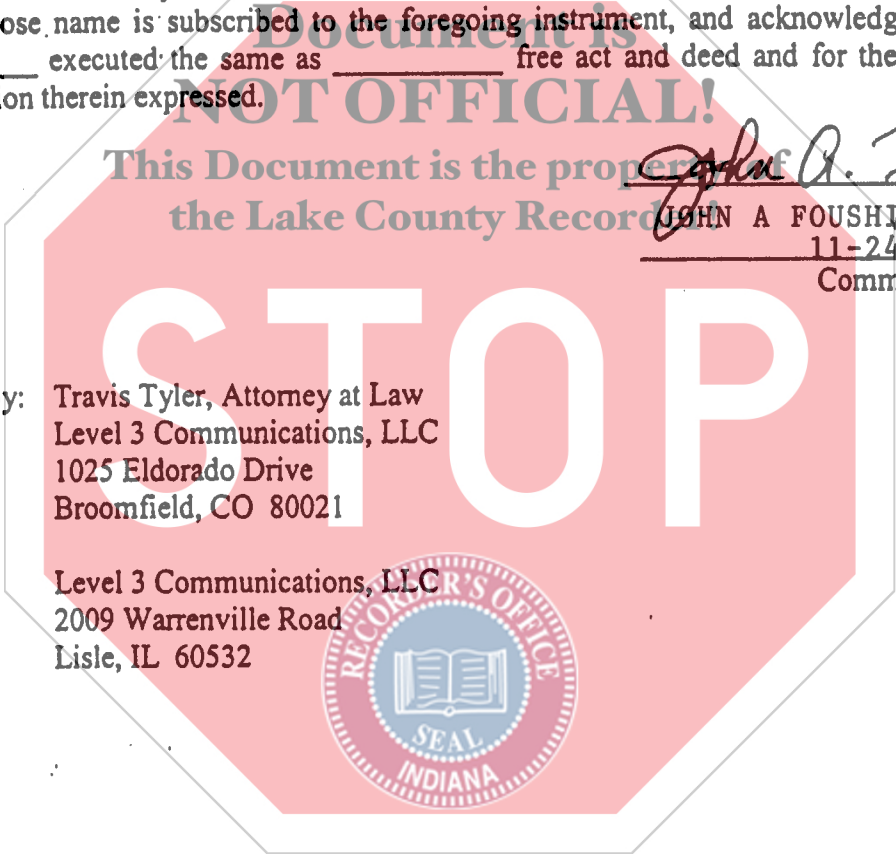
STATE OF INDIANA

COUNTY OF LAKE

BEFORE ME, the undersigned authority, on this 14 day of OCTOBER, 1999, personally appeared JOHN J STOFKO
Known to me to be the person whose name is subscribed to the foregoing known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed and for the purposes and consideration therein expressed.

This Document is the property of
the Lake County Recorder

John A. Foushi
JOHN A FOUSHI Notary Public
11-24-2000
Commission Expires



Prepared by: Travis Tyler, Attorney at Law
Level 3 Communications, LLC
1025 Eldorado Drive
Broomfield, CO 80021

Mail to: Level 3 Communications, LLC
2009 Warrenville Road
Lisle, IL 60532

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Property situated in the unincorporated County of Lake, State of Indiana, and legally described as follows:

All of block five (5), in Roxana Addition to East Chicago, Indiana, (the plat of said addition appearing of record in Plat Book 20, Page 1, in the Office of the Recorder of Lake County, Indiana), except therefrom the following described real estate; beginning at the Southwest corner of Lot 4 in said Block 5; thence Northerly on the West line of Lots 4 to 9, a distance of 131.61 feet to a point which is 110.00 feet Northeasterly, measured at right angles, from the center line of the Indiana East-West Toll Road (a center line Survey Map of which is on file in the Office of the Recorder of Lake County, Indiana); thence Southeasterly parallel with said toll road center line 247.53 feet to the South line of Lot 2, in said Block 5 at a point which is 68.23 feet Easterly, measured on the North line of vacated Shell Street, from the Southwest corner of Lot 3, in said Block 5; thence Westerly on the North line of vacated Shell Street 208.23 feet to the place of beginning in Lake County, Indiana, and more commonly known as: 5539 Indianapolis Boulevard, East Chicago, Indiana.

Cable to be located parallel to and ten (10') foot east of the west property line, along with an additional ten (10') feet of temporary work space.



Document Prepared by:

**Travis Tyler, Attorney at Law
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, CO 80021**

After Recording, Mail to:

**Level 3 Communications, LLC
2009 Warrenville Road
Lisle, IL 60532**

